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ABSTRACT

Presented in this document is the collective bargaining agreement between the Association of Pennsylvania State College and University Faculties, Pennsylvania Association for Higher Education and the Commonwealth of Pennsylvania for the period from November 2, 1971 through August 31, 1974. Contained in the articles of the agreement are sections covering academic freedom, duties and responsibilities of faculty members, grievance procedures, duties of department chairmen, appointment of faculty, evaluation procedures, tenure, promotions, leaves of absence, retirement, salaries, fringe benefits, summer employment, workload and renewals and nonrenewals. (PG)

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COLLECTIVE BARGAINING AGREEMENT

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES - PENNSYLVANIA ASSOCIATION FOR HIGHER EDUCATION (APSCUF/PAHE)

COMMONWEALTH OF PENNSYLVANIA

November 2, 1971 to August 31, 1974

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THIS AGREEMENT made and entered into this fifth day of September , A.D., 1972, by and between the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH") for and on behalf of itself, the Department of Education, the State Board of Education, the Council of Higher Education, the Board of State College and University Directors, the State Colleges and Indiana University ("COLLEGES") and their respective Boards of Trustees, of the first part, and ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES-PENNSYLVANIA ASSOCIATION FOR HIGHER EDUCATION ("APSCUF/PAHE"), of the second part.

WITNESSETH:

APSCUF/PAHE has been certified to represent, for purposes of collective bargaining, department chairmen, full-time teaching faculty (including librarians with faculty status), part-time teaching faculty and librarians without faculty status employed at the COLLEGES ("FACULTY" and/or "FACULTY MEMBER(S)").

APSCUF/PAHE and the COMMONWEALTH, desiring to cooperate each with the other in mutual respect and harmony, have agreed to the provisions of this Agreement in consideration of the following:

1. The COLLEGES exist for the common good of the citizens of the COMMONWEALTH, particularly the students who attend such COLLEGES. In a world of rapid change and recurring crises, all will be served best by an intellectual environment which encourages the search for truth.

2. APSCUF/PAHE as the representative of the FACULTY recognizes its obligation to permit all individuals and groups on each campus to be included in the consideration of FACULTY matters.

3. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational opportunities at the COLLEGES and assert their intention to abide by both the letter and spirit of the terms of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

Article I. RECOGNITION

The COMMONWEALTH and the COLLEGES and each of them recognize APSCUF/PAHE as the sole and exclusive bargaining agent for FACULTY MEMBERS in the bargaining unit above described and certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-775-C, with respect to the COMMONWEALTH's obligations both to "negotiate" and to "meet and discuss", as those terms are used in Sections 701 and 702, respectively, of The Public Employe Relations Act ("Act 195").

Article II. ACADEMIC FREEDOM

A. A FACULTY MEMBER is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research or employment for pecuniary return, which might ostensibly interfere with the satisfactory performance of his duties to the COLLEGE, should be based upon an understanding with the authorities of the COLLEGE.

B. A FACULTY MEMBER is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

C. A COLLEGE FACULTY MEMBER is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from COLLEGE censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his COLLEGE by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the COLLEGE(S).

D. 1. FACULTY MEMBERS are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids.

2. There shall be no censorship of library materials.

3. With respect to 1 and 2, above, budgetary limitations may restrict the quantity of items to be purchased.

E. Since certain aspects of the information obtained by a FACULTY MEMBER in the course of his work can be considered privileged, no FACULTY MEMBER shall be required to disclose such information unless he deems it to be in the best interest of his student or his profession. The COLLEGE will immediately advise the FACULTY MEMBER of any effort, by action of law or otherwise,

to secure records or other information obtained by the FACULTY MEMBER. In no event shall the COLLEGE exercise any disciplinary action against a FACULTY MEMBER because of his assertion of privilege with regard to information under his control.

Article III. FAIR PRACTICES

A. Neither party hereto nor any FACULTY MEMBER shall discriminate against any other FACULTY MEMBER or candidate for employment on the basis of race, creed, color, sex, family status, age, national origin, APSCUF/PAHE membership or activity or lack thereof, or political belief and/or affiliation.

B. There shall be no discrimination by either of the parties hereto or any FACULTY MEMBER against members of the same family regarding concurrent employment at any COLLEGE provided, however, that none of the COLLEGES shall be required to appoint them in the same department.

Article IV. DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

A. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the COLLEGE(S) and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the COLLEGE(S).

B. Institutions of higher education are committed to open and rational discussion as a principal means for the clarification of issues and for the solution of problems. In the solution of certain difficult problems, all members of the academic community must take note of their responsibility to society, to the COLLEGE(S) and to each other, and must recognize that at times the interests of each may vary and will have to be reconciled. Unprotected acts which interfere with the activities of the COLLEGE(S), freedom of movement on the campus, or freedom of all members of the academic community to pursue their rightful goals, are the antithesis of academic freedom and responsibility. So also are such acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer and to pursue research. It is incumbent upon each member of the academic community to be acquainted with his individual responsibilities, as delineated by the appropriate COLLEGE(S) statements.

C. The universal responsibility of the teaching FACULTY MEMBER is effective teaching. A proper academic climate can be maintained only when members of the academic community meet their fundamental responsibilities regularly, such as preparing for and meeting their assignments, conferring with and advising students, evaluating fairly and reporting promptly student achievement, and participating in group deliberations which contribute to the growth and development of

the students and the COLLEGE(S). All members of the academic community also have the responsibility to accept those reasonable duties assigned to them within their fields of competence. Additionally, FACULTY MEMBERS have the responsibility, within the academic community, to attempt honestly and in good conscience to preserve and defend the goals of the COLLEGE(S) without being restricted in the right to advocate change.

Article V. GRIEVANCE PROCEDURE AND ARBITRATION

A. Intent

It is the declared objective of the COMMONWEALTH, COLLEGES and APSCUF/PAHE to encourage the fair and equitable resolution of grievances. In order to effect a prompt and efficient resolution of grievances, the COMMONWEALTH, the COLLEGES, APSCUF/PAHE and the FACULTY shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances, in the interest of maintaining harmony and cordiality within the campus environment. The parties further agree that except as otherwise specifically provided in this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of grievances.

A grievance may be filed by a FACULTY MEMBER, group of FACULTY MEMBERS or APSCUF/PAHE. APSCUF/PAHE may present a policy grievance (one which affects more than one (1) person) at any step of the grievance procedure prior to arbitration.

B. Definitions

1. a. A "grievance" is an allegation or complaint that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement; or any complaint alleging improper, arbitrary or discriminatory enforcement or application of the COMMONWEALTH/COLLEGE then existing rules, regulations, practices and/or procedures relating to wages, hours, terms and conditions of employment.

b. Anything herein to the contrary notwithstanding, decisions involving the non-reappointment of non-tenured FACULTY MEMBERS shall be governed exclusively by the provisions pertaining thereto as contained in Article XIV, hereof, RENEWALS AND NON-RENEWALS.

2. "COLLEGE Calendar Day" as used herein shall mean a day when classes or examinations are scheduled in accordance with the official COLLEGE calendar.

C. Procedure

Step 1. APSCUF/PAHE, a FACULTY MEMBER, or group of FACULTY MEMBERS shall present a grievance orally and informally at the lowest administrative level having authority to dispose of it.

Step 2. In the event there is no informal resolution of the grievance at Step 1, the grievant or APSCUF/PAHE shall reduce the grievance to writing, stating the facts giving rise thereto. Such written grievance shall be submitted to the grievant's Dean/Director or the Dean's/Director's designee; provided, however, that no such grievance may be processed unless it is filed in writing within thirty (30) COLLEGE calendar days of the occurrence giving rise thereto or within thirty (30) COLLEGE calendar days of the date on which the grievant has learned or should have learned of such occurrence, whichever is later. The Dean/Director or his designee shall investigate the matter in such manner as he shall deem appropriate and shall submit a written response to the grievant and to APSCUF/PAHE within ten (10) COLLEGE calendar days of the date on which he has received the written grievance.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant or APSCUF/PAHE may, within five (5) COLLEGE calendar days after he has received the written reply from the Dean/Director or his designee, submit a written appeal to the President. The President shall have ten (10) COLLEGE calendar days following receipt of such written appeal to submit a written response to the grievant and to APSCUF/PAHE.

Step 4. If the grievance is not suitably resolved in Step 3, the grievant or APSCUF/PAHE may, within ten (10) COLLEGE calendar days after receipt of the written decision from the President submit a written appeal to the Secretary of Education. The Secretary of Education shall have fifteen (15) calendar days following the receipt of such written appeal to submit a written response to the grievant and APSCUF/PAHE.

D. Binding Arbitration

If the grievance is not suitably resolved in Step 4, above, APSCUF/PAHE, but not an individual FACULTY MEMBER, may, within thirty (30) COLLEGE calendar days of the receipt of the written response in Step 4, notify the COMMONWEALTH's Secretary of Administration or his designee of its intent to submit the grievance to binding arbitration. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) calendar days of receipt of the above notice, the matter shall, forthwith, be

submitted to the Pennsylvania Bureau of Mediation ("BUREAU") and the BUREAU shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If no mutually acceptable selection is made by the parties after the elimination of the second list, the BUREAU shall appoint the arbitrator in accordance with its rules then obtaining. Anything herein to the contrary notwithstanding, individuals named by the BUREAU should be familiar with all aspects of the academic environment. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he is to have no authority to add to, subtract from, or modify this Agreement.

In all cases, arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association then obtaining. The arbitrator's fees and those of the BUREAU (if any) shall be shared equally by APSCUF/PAHE and the COMMONWEALTH, but each party shall bear its own cost of presenting its case to the arbitrator.

E. Time of the Essence

1. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written or oral mutual agreement, for any reason; and, provided, further, that a grievant shall not be penalized as to time if he has been misled by an administrator.

2. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

F. Rights of APSCUF/PAHE

1. APSCUF/PAHE's representative(s) shall be advised of the existence of a grievance as soon as the COLLEGE administration becomes aware of its existence.

2. Subject to the provisions of Section 606 of Act 195, APSCUF/PAHE's representative(s) shall be permitted to be present at any meetings which the administration holds with a grievant regarding his grievance, regardless of whether the grievant wants such representative(s) to be there or not.

3. APSCUF/PAHE's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of APSCUF/PAHE's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself and APSCUF/PAHE shall not interfere with that right.

4. Copies of all transcripts, documents and correspondence filed with respect to the grievance shall be sent to APSCUF/PAHE as early as is possible and practicable.

G. Settlement

Any settlement, withdrawal or disposition of a grievance at any step below Step 4 in Section C, above, shall not constitute a binding precedent for the settlement of similar grievances in the future.

Article VI. DUTIES OF DEPARTMENT CHAIRMEN

The department chairman's duties, responsibilities and prerogatives shall include the following:

A. The department chairman directs the activities of the department, subject to the approval of the Dean/Director. He is responsible for the development of department plans, guidelines and internal office operation; he directs the department's administrative organization by delegating authority and assigning responsibilities; and he represents the academic discipline both on and off campus either personally or by designation of department representatives.

B. The department chairman is also responsible for recommending to the Dean/Director such matters as personnel actions, curricular changes, course offerings, teaching assignments and the department budget.

C. In all phases of department affairs, the chairman shall be sensitive to and reflect, but not be restricted to, majority department faculty sentiment unless such restriction is contained in another provision of this Agreement.

Article VII. PERFORMANCE OF BARGAINING UNIT WORK

A. Graduate Assistants

Presidents may appoint graduate assistants to be assigned to regular FACULTY MEMBERS to assist in research, instruction, and other professional duties.

B. Administrators

1. Administrators who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as any other FACULTY MEMBER, in accordance with the provisions of Article XII , hereof, EVALUATION PROCEDURE.

2. A tenured administrator who at his present COLLEGE formerly was a member of a department as defined in this Agreement may, during the term of this Agreement, and with the approval of the President, return to his former status.

3. A tenured administrator who, during the term of this Agreement, is involuntarily terminated with respect to his administrative position, may, with the approval of the President, return to the bargaining unit in a status which he previously held.

4. A tenured FACULTY MEMBER who, hereafter, accepts an appointment as an administrator, shall have the option of returning to his former department within two (2) years from the date of his appointment as an administrator.

5. An administrator who returns to a former department in accordance with the foregoing procedure shall be given service credit for all prior time spent in what is now the bargaining unit, but he shall not be given such service credit for the time he spent as an administrator.

6. An administrator who returns to a department shall not displace a FACULTY MEMBER therein, but a position shall be added to the department complement and no FACULTY MEMBER shall be retrenched solely because of the return of a former administrator for a period of two (2) years thereafter.

Article VIII. ACCRETION

Should additional COLLEGES, branch campuses of COLLEGE(S), or COLLEGE teaching locations be established, FACULTY MEMBERS employed by the COMMONWEALTH who work at such sites shall be covered by the terms and conditions of this Agreement.

Article IX. RIGHTS AND PRIVILEGES OF APSCUF/PAHE

A. 1. The President or his designee shall meet monthly with a committee appointed by APSCUF/PAHE for the purpose of discussing matters of educational policy and development as well as matters related to the implementation of this Agreement.

2. Meetings shall be scheduled in such manner and at such times as the parties may mutually determine.

3. A record of the proceedings of each such meeting, which accurately reflects the substance of the discussion, shall be maintained.

B. 1. Duly authorized representatives of APSCUF/PAHE shall be permitted to transact official APSCUF/PAHE business on COLLEGE property at reasonable times, provided that such business shall not interfere with or interrupt normal COLLEGE operations or the responsibilities of FACULTY MEMBERS.

2. APSCUF/PAHE shall have access to the use of COLLEGE equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the COLLEGE. APSCUF/PAHE shall pay the cost of all materials, supplies and any other charge incident to such use, including postage and telephones.

C. The COMMONWEALTH/COLLEGES shall make available to APSCUF/PAHE, upon its reasonable request and within a reasonable time thereafter, such accurate information, records, statistics and financial data related to the bargaining unit, which are in possession of the COMMONWEALTH/COLLEGES and are necessary for negotiations and/or the implementation of this Agreement. The COMMONWEALTH/COLLEGES shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

D. Present practices with regard to the right of FACULTY to participate in meetings of APSCUF/PAHE shall not be diminished during the term of this Agreement.

E. APSCUF/PAHE's designated representative shall be given a place on the agenda at formal COLLEGE-wide orientations for FACULTY.

F. The COLLEGES shall advise APSCUF/PAHE of openings in professional staff positions, but neither APSCUF/PAHE nor FACULTY MEMBERS shall have any special rights with respect to any such openings.

G. APSCUF/PAHE's designated campus representative at each COLLEGE and up to two (2) statewide representatives from all the COLLEGES shall be granted priority in the selection of times for their teaching schedules and other professional responsibilities in order to facilitate the implementation of this Agreement.

H. APSCUF/PAHE shall have the right to post official notices of its activities on bulletin boards designated for its use by each COLLEGE. It shall also have the right to use the COLLEGE's mail distribution service for APSCUF/PAHE official communications.

I. The COMMONWEALTH and/or the COLLEGES shall advise the appropriate body of APSCUF/PAHE two (2) weeks in advance, or promptly after scheduling, of open meetings of the COLLEGES' Boards of Trustees, of the Board of State College and University Directors, of the Council of Higher Education and of the State Board of Education; and shall provide APSCUF/PAHE with a copy of the advance agenda for any such meeting, if one is available. APSCUF/PAHE, as the exclusive bargaining agent for the faculty, shall, at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, APSCUF/PAHE shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Article X. RIGHTS OF THE COMMONWEALTH/COLLEGES

A. The COMMONWEALTH/COLLEGES, at their sound discretion, possess the right, in accordance with applicable laws, to manage all operations including the direction of FACULTY and the right to plan, direct and control the operation of all facilities and property of the COMMONWEALTH/COLLEGES, except as modified by this Agreement.

B. As provided by Act 195, matters of inherent managerial policy are reserved exclusively to the COMMONWEALTH/COLLEGES. These "include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer [COMMONWEALTH/COLLEGES], standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel." (Section 702)

C. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the COMMONWEALTH/COLLEGES in the past.

Article XI. APPOINTMENT OF FACULTY

A. Department Chairmen

1. The President or his designee and a committee selected by the department shall designate the individual or individuals who is mutually acceptable to

serve in the post of department chairman. The chairman shall be elected (or rejected), by the majority vote of the FACULTY MEMBERS within that department, from the individual or individuals designated. Except as provided in Paragraph 5, below, this procedure likewise shall apply with respect to the appointment of an interim or acting department chairman.

2. The term of office of a department chairman shall be at least twelve (12) consecutive months. After the first term, the department chairman shall serve from year to year; provided, however, that a new election must be held at the end of the then current term if so requested by a majority of the FACULTY MEMBERS in the department or by the President.

3. In the event the department FACULTY MEMBERS vote for a new election, the procedure provided in Paragraph 1, above, shall be followed. In the event the President asks for the new election, the members of the department shall elect by a majority vote the individual they wish to serve as department chairman; provided, however, that the President shall have the right to disapprove the appointment of such individual, in which event the election process shall be repeated.

4. Where, in accordance with the COMMONWEALTH/COLLEGE regulations, there is mutual agreement as to the need for an assistant department chairman, that assistant shall be appointed by the chairman with the approval of the members of the department and the President. Any such assistant shall serve at the pleasure of the chairman, and in the event a new chairman is selected for the department, the assistant chairman's term automatically shall terminate.

5. Anything herein to the contrary notwithstanding, in the event there can be no agreement as to a mutually acceptable candidate for the office of department chairman, the President shall have the right to appoint an interim chairman for a period not to exceed three (3) months, unless a longer period is mutually agreed upon; provided, however, that the President's appointee shall not be an individual previously rejected by the vote of the department.

B. Other FACULTY MEMBERS

1. a. In the event the President approves the filling of an opening within a department, a candidate, who may be secured from any source, first must be recommended by the department FACULTY in accordance with the procedure developed by that department FACULTY.

b. The right of a department FACULTY to recommend a candidate for hiring shall also include the right to recommend equivalencies in lieu of the qualifications specified in Act 182 (1963), as amended, for the purposes of hiring.

c. If a candidate is not recommended by the department FACULTY, he shall not be hired.

2. The recommendation of the department FACULTY in accordance with the provisions of Paragraph 1, above, then must be reviewed by the department chairman.

3. After review by the department chairman, the name of a candidate(s) recommended by the department FACULTY, irrespective of the recommendation of the department chairman, shall be submitted to the President or his designee, together with the recommendations both of the department FACULTY and of the department chairman. The President or his designee may accept or reject the recommendation of the department FACULTY and that decision shall be final; provided, however, that if the recommendation is rejected, the reasons therefor shall be given to the department FACULTY, if requested; and provided, further, that in the event of any such rejection, the procedure specified above shall be repeated until a candidate shall have been appointed to fill the opening.

4. If the President agrees with the department FACULTY's recommendation as to a candidate, he shall make the appointment of that candidate to such rank and at such salary as he shall deem appropriate.

Article XI. EVALUATION PROCEDURE

The following evaluation procedure shall apply to all FACULTY MEMBERS at each COLLEGE:

A. Each department shall select an evaluation committee, excluding the department chairman. The size of the committee and manner of selection shall be determined by the FACULTY MEMBERS in each department. The committee shall determine and announce the rules and procedures under which it will operate, including the manner in which FACULTY MEMBERS will be given notice of observations, which notice is to serve as a courtesy. If necessary, individuals from outside the COLLEGE(S) may be utilized as consultants in the evaluation process. No FACULTY MEMBER shall serve as a committee member on his own evaluation.

B. At the beginning of the first semester of employment, each non-tenured FACULTY MEMBER shall meet with the evaluation committee and the department chairman to receive an explanation of the evaluation procedure.

C. Each non-tenured FACULTY MEMBER shall be observed in the performance of his duties at least twice each term during the entire probationary period. The department chairman shall make at least one (1) observation of each non-tenured FACULTY MEMBER per academic year. Additional observations may be made during summer sessions.

D. A written critique of each observation, including suggestions for improvement, shall be given to the non-tenured FACULTY MEMBER, with a copy sent to the department chairman. Within one (1) week (if possible) of the observation, the observer shall discuss the visit with the non-tenured FACULTY MEMBER, who shall be given an opportunity for written comment. Also, the non-tenured FACULTY MEMBER shall sign all copies of the critique indicating that a conference has been held and that he has read the report. A signed copy, along with any comments he may wish to make, shall then be placed in his personnel file, as hereinafter referred to in Article XIII PERSONNEL FILES.

E. In time to meet the requirements of notification of non-renewal of non-tenured FACULTY MEMBERS each academic year, both the department committee and the department chairman shall separately prepare evaluations and shall review them jointly. This review shall also include a discussion of the student evaluations of the FACULTY MEMBERS, which shall have been prepared on a form and pursuant to a procedure approved by APSCUF/PAHE, the COLLEGE, and the student government association of each respective COLLEGE. A summary of the student evaluations must accompany the evaluation report(s) of each non-tenured FACULTY MEMBER as forwarded to the COLLEGE administration.

F. If the department chairman and the committee are in general agreement, the chairman shall discuss the evaluation with the non-tenured FACULTY MEMBER. In the event of disagreements, the department chairman and the chairman of the department committee shall discuss their respective evaluations with the non-tenured FACULTY MEMBER, indicating both his strengths and his weaknesses. They shall make recommendations for improvement in the event of noted deficiencies and shall give assistance in overcoming such deficiencies.

G. 1. If the non-tenured FACULTY MEMBER agrees to accept an evaluation, he shall sign all copies before the report is forwarded through the appropriate administrative channels to the COLLEGE President. Should the non-tenured FACULTY MEMBER disagree with an evaluation, he also shall sign all copies indicating that he has read the report, but he may attach any personal statement he desires to the report before it is so forwarded, and shall be entitled to discuss his disagreements with the appropriate administrators. The non-tenured FACULTY MEMBER shall receive a copy of his evaluation report(s).

2. At all steps of the procedure, an attempt shall be made to reconcile conflicting recommendations. However, if conflicts remain, the complete file shall be transmitted through the appropriate administrative channels. If such evaluation results in any unfavorable personnel action, then the non-tenured FACULTY MEMBER shall have access to such procedures as are specifically authorized elsewhere herein.

H. The above procedure shall likewise apply in all respects to tenured FACULTY MEMBERS, except that tenured FACULTY MEMBERS shall be observed once each academic year, or more frequently, if warranted, by the department chairman and/or a tenured member of the department committee; and they shall be evaluated once every three (3) years, or more frequently, if warranted.

I. Anything herein to the contrary notwithstanding, if special circumstances so require, variations from the aforementioned procedure may be adopted if mutually agreed upon by the parties hereto.

Article XIII. PERSONNEL FILES

A. 1. Each COLLEGE shall maintain one (1) confidential, complete official personnel file for each FACULTY MEMBER. No anonymous material shall be placed in the official personnel file, and a FACULTY MEMBER shall have the right to receive a copy of all material placed therein.

2. In addition, there may be one (1) official pre-employment file which also shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the COLLEGE. After hiring, such file shall not be used in subsequent personnel actions at the COLLEGE.

3. A FACULTY MEMBER shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary, but he shall have no right to remove material from the file.

B. 1. A FACULTY MEMBER shall have access to his official personnel file during regular office hours provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the FACULTY MEMBER, and his access to the file shall be only in the presence of someone in authority in the office.

2. In addition to the FACULTY MEMBER, only the President or his designee shall have access to the official personnel file, without the express written approval of the FACULTY MEMBER.

3. The FACULTY MEMBER shall have no right of access to the official confidential pre-employment file.

4. PSCUF/PAHE shall have access to the official personnel file of a FACULTY MEMBER at reasonable times during regular office hours, after having given reasonable notice, provided it first shall have obtained the express written approval of that FACULTY MEMBER.

C. If the official personnel file is duly subpoenaed in accordance with law, the FACULTY MEMBER shall be notified at the earliest possible time.

Article XIV. RENEWALS AND NON-RENEWALS

A. All FACULTY MEMBERS are automatically renewed for the following academic year unless proper non-renewal procedures are followed. Any FACULTY MEMBER who does not intend to return for the following academic year shall so notify the COLLEGE at the earliest possible time, but not later than March 31 of the then current year.

B. Notice of non-renewals for the next academic year shall be offered no later than the following dates:

1. First-year FACULTY MEMBERS - March 1.

2. Second-year FACULTY MEMBERS - December 15.

3. FACULTY MEMBERS beyond the second year - September 15; provided, however, that if the fourth year is to be a terminal year, notice to that effect must be given not later than May 31 of the third year.

This Section shall not apply to those FACULTY MEMBERS who have temporary appointments and/or who have been given proper notice of a terminal contract.

The aforementioned time periods shall be computed only from the most recent date of appointment by the COLLEGE.

C. 1. In the event a first-year FACULTY MEMBER is denied renewal, the reason for such denial shall be given to the individual in writing, if requested; but he shall have

no recourse to the provisions of Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION. The FACULTY MEMBER, however, shall retain such rights as may be provided him by law.

2. a. From and after September 1, 1972, a non-tenured FACULTY MEMBER with more than one (1) year of service at the COLLEGE shall not be denied renewal without just cause, which shall be stated in writing if the FACULTY MEMBER so requests. If the reason for non-renewal is questioned by the FACULTY MEMBER, he shall have the right to process the non-renewal as a grievance under the procedure specified in said Article V, hereof; provided, however, that the final step shall be Step 4 (Secretary of Education) and the decision at that step shall be final and binding in all respects. Such FACULTY MEMBER, however, shall retain such rights as may be provided him by law.

b. Anything herein to the contrary notwithstanding, Step 3 of the grievance procedure (President) shall, in the case of a non-tenured FACULTY MEMBER who has more than one (1) year of service at the COLLEGE, include, if requested by the FACULTY MEMBER, a due process hearing involving a committee chosen by and from the COLLEGE FACULTY. Such hearing shall be conducted pursuant to a procedure (including the method of selecting the committee) as is mutually agreed upon between the President and APSCUF/PAHE. The procedure shall include a written statement of the reasons for non-renewal (if such have not already been given), adequate written notice of the time and place of the hearing, the right to counsel and to APSCUF/PAHE representation, the right to examine evidence, the right to offer evidence and to examine and cross-examine witnesses and the right to have a stenographic transcript. In case any such hearing is held, the COLLEGE shall assist, to the extent practicable, in making witnesses and relevant information available to the FACULTY MEMBER and APSCUF/PAHE.

c. Within a reasonable time after the conclusion of the hearing, but not more than fifteen (15) COLLEGE calendar days thereafter, the committee shall advise the President, the grievant and APSCUF/PAHE of its findings and conclusions. The findings and conclusions as sent to the President, the grievant and APSCUF/PAHE, shall be in writing and shall be signed by all members of the committee, noting dissents (if any) and shall be accompanied by a copy of the stenographic transcript if one was made. Such findings and conclusions shall be recommendatory only to the President, who shall have the right to make his own decision even though it may be at variance with the committee's recommendation.

d. Only the affected FACULTY MEMBER shall be authorized to publicize the findings and/or conclusions of the committee and/or the record of the hearing.

e. If the President's decision is adverse to the FACULTY MEMBER, he or, if authorized by him, APSCUF/PAHE shall have the right to appeal to the Secretary of Education in writing, fully setting forth the reasons for the appeal. The Secretary of Education shall, without unreasonable delay after receiving a written appeal, render a written decision with respect thereto. Such written decision of the Secretary shall be final and binding in all respects.

f. The time limits provided in Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, shall, with respect to appeals to subsequent steps of the grievance procedure, be equally binding in this Article.

g. All contracts of appointments and of renewal normally shall be made for an academic year as determined by the Presidents of the respective COLLEGES, except as otherwise modified by this Agreement.

Article XV. TENURE

A. "Tenure" shall mean the right of a FACULTY MEMBER to hold his position and not to be removed therefrom except for just cause as hereinafter set forth.

B. Except as otherwise specifically provided in this Agreement, there shall be a probationary period of three (3) full academic years at the COLLEGE (from the most recent date of appointment) for each FACULTY MEMBER. During the probationary period the FACULTY MEMBER shall be observed and evaluated in accordance with the provisions of Article XII, hereof, EVALUATION PROCEDURE. Only full-time employment at the COLLEGE in a non-temporary position shall be counted in computing the probationary period; provided, however, that a department, with the approval of the President, may include temporary service in computing the probationary period.

C. At the end of the three-year probationary period, a FACULTY MEMBER shall either be granted tenure or not be renewed, in accordance with the procedures of Article XIV, hereof, RENEWALS AND NON-RENEWALS. If a decision not to grant tenure is made at the end of the third year and the FACULTY MEMBER is so notified by May 31, the contract for the fourth year shall be a terminal contract.

D. 1. All present FACULTY MEMBERS who hold tenure as the result of procedures established at their respective COLLEGES shall continue in that status.

2. All present FACULTY MEMBERS who have been in the full-time active employ of COLLEGES for a period of three (3) years or more from their most recent date of appointment, who

have been renewed for the 1972-73 academic year other than as a terminal year, and who have not as yet been granted tenure, may, subject to the approval of the President, either be granted tenure immediately or be observed and evaluated pursuant to the provisions of Article XII, hereof, EVALUATION PROCEDURE, for an additional period of one (1) year following September 1, 1972, and the decision as to tenure or non-renewal shall be made within such one-year period. Notwithstanding any other provisions of this Agreement, in the event tenure is denied, they shall be so notified by May 31, 1973, and the following academic year shall be their terminal year.

3. Notwithstanding the provisions of Paragraph 2, above, if as the result of the COLLEGE's rules pertaining to tenure which existed prior to the execution of this Agreement, the FACULTY MEMBER specified in Paragraph 2, above, would have been entitled to tenure earlier than one (1) year following September 1, 1972, he shall be eligible for tenure at the completion of that earlier period or at the end of one (1) academic term following September 1, 1972, whichever is later. In the event such FACULTY MEMBER is, nevertheless, renewed for a subsequent academic year, that year shall be his terminal year if he is so notified prior to the time he would have otherwise been eligible for tenure in accordance with the provisions of this Paragraph 3.

4. FACULTY MEMBERS with less than three (3) years of full-time active employment at their respective COLLEGES from their most recent date of appointment, who have been renewed for the 1972-73 academic year other than as a terminal year, shall be eligible for tenure in accordance with the provisions of this Agreement at the end of three (3) years of full-time active employment at their respective COLLEGES from their most recent date of appointment, or one (1) academic term following September 1, 1972, whichever is later. In all other respects the provisions of Section C, above, shall apply.

E. The procedure for granting tenure shall be:

1. A department committee which shall include tenured FACULTY MEMBERS, if available, shall recommend to the COLLEGE-wide tenure committee, elected by and from the FACULTY, the names of those eligible members of the department whom they consider to be qualified for tenure; provided, however, that the department chairman shall make an independent recommendation to that committee regarding those other than himself who may have been recommended by the department committee. The recommendation of the department committee and of the department chairman shall be completed no later than March 1 (November 1 for FACULTY MEMBERS with January anniversary dates), and by that date the department chairman shall notify in writing the eligible FACULTY MEMBERS who have not been recommended for tenure and he shall send a copy of the notice to the President.

In no case shall a FACULTY MEMBER take part in the consideration of tenure for himself.

2. The COLLEGE-wide tenure committee shall review all tenure recommendations received from the departments and shall, by April 1 (December 1 for FACULTY MEMBERS with January anniversary dates), submit its recommendations (positive and negative) to the President or his designee.

3. The President shall grant tenure effective as of the beginning of the next academic term to those eligible FACULTY MEMBERS who shall have been favorably recommended therefor and whom he approves.

4. The President shall make his decision by May 31 (December 31 for FACULTY MEMBERS with January anniversary dates), and in the event he does not grant tenure to a FACULTY MEMBER who has been so recommended by the COLLEGE-wide tenure committee, the reasons therefor shall be given to such committee and the affected FACULTY MEMBER(S), if requested.

5. No FACULTY MEMBER shall be denied tenure solely because the aforesaid procedures were not followed. The President shall have the right to act independently if the committee (s) fail to act within the time limits specified.

F. 1. A tenured FACULTY MEMBER may be terminated or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he shall give written notice, specifying the reasons, to the affected FACULTY MEMBER and APSCUF/PAHE, and that FACULTY MEMBER shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION; provided, however, that this procedure may commence at Step 3 or below, within thirty (30) COLLEGE calendar days of receipt of the written notice.

2. A non-tenured FACULTY MEMBER may be terminated or otherwise disciplined prior to the expiration of his term appointment only for just cause. In the event the President believes such just cause exists, he shall give written notice to the affected FACULTY MEMBER and APSCUF/PAHE, specifying the reasons, and that FACULTY MEMBER shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in said Article V; provided, however, that this procedure may commence at Step 3 or below, within thirty (30) COLLEGE calendar days of the receipt of the written notice.

G. Until the final decision on termination of a tenured FACULTY MEMBER has been reached, that FACULTY MEMBER may be suspended (with pay) only if, in the opinion of the

President, immediate harm to the FACULTY MEMBER or others is threatened by his remaining at the COLLEGE. Anything herein to the contrary notwithstanding, if a final decision sustaining the termination is reached, the COLLEGE shall have the right to terminate the FACULTY MEMBER forthwith. He shall, nevertheless, be paid to the end of the then current academic year, if such final decision is reached in the fall term; he shall be paid to the end of the following fall term, if such final decision is reached in the spring term. In no event shall he be paid for a period less than that required by Article XIV, hereof, RENEWALS AND NON-RENEWALS. Anything herein to the contrary notwithstanding, in the event the termination is for proven moral turpitude, all pay shall cease as of the date of the final decision.

H. A FACULTY MEMBER's tenure automatically shall terminate when he reaches age sixty-five (65) and, thereafter, he shall be deemed to hold a year-to-year contract, in accordance with the provisions of Article XX, hereof, RETIREMENT.

Article XVI. PROMOTIONS

A. Qualifications and Criteria

1. The minimum qualifications for ranks shall be as specified in the applicable laws.

2. In addition to the required minimum qualifications, criteria for promotions shall include factors such as the following:

a. Effective teaching;

b. Fulfillment of professional responsibilities;

c. Mastery of subject matter in discipline;

d. Contribution to the COLLEGE; and

e. Continuing scholarly growth.

B. Promotion Procedure

The promotion procedures at each COLLEGE may differ providing they are consistent with the following:

1. Any FACULTY MEMBER with the required minimum qualifications may submit an application for promotion, together with written substantiation of the above-mentioned criteria, not later than November 15.

2. Applications should be submitted to the appropriate department chairman or department committee. In all cases an application must receive consideration first at the department level.

3. The appropriate department committee or department chairman shall submit the full list of applicants, together with a recommendation with respect to each such application, in writing, to the COLLEGE-wide promotion committee not later than January 15, and a copy of the list of applicants shall be forwarded to the appropriate Dean/Director.

4. The COLLEGE-wide promotion committee, elected by and from the FACULTY, shall include no more than one (1) member from any department. The COLLEGE-wide promotion committee shall review all applications received from the departments and shall forward the full list, together with its recommendations as to each applicant, to the President or his designee not later than March 1.

5. The COLLEGE-wide promotion committee and the President or his designee shall have the right to consult with the appropriate department committee, department chairman or individuals submitting requests for promotion.

6. Each applicant for promotion shall have the right to request and make an appearance before the COLLEGE-wide promotion committee to speak on his own behalf. In the event the President or his designee rejects a recommendation of the COLLEGE-wide promotion committee, that committee shall be notified in writing and its chairman shall be given an opportunity to discuss the matter with the President or his designee. Promotions shall be made by the President effective as of the beginning of the next academic term and announced to the FACULTY not later than July 1 (January 1 for mid-year promotions, if applicable).

7. a. An individual FACULTY MEMBER shall have the right to grieve, in accordance with Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, promotion decisions only as to himself and then only with respect to failure to observe the procedures set forth above or insofar as other provisions of this Agreement may have been violated.

b. APSCUF/PAHE shall have the right to grieve in accordance with said Article V with regard to substantial changes in the pattern of granting promotions.

Article XVII. SICK LEAVE

A FACULTY MEMBER shall accumulate sick leave at the rate of fifteen (15) days for each academic year of service in accordance with current practice. Sick leave shall be cumulative from year to year. Sick leave with full pay to the total amount accumulated may be used by a FACULTY MEMBER for his personal illness or accident for any period during which he is scheduled to perform his duties. No FACULTY MEMBER's salary shall be paid, however, if the accidental injury is received while the FACULTY MEMBER is engaged in remunerative work unrelated to COLLEGE duties. The provisions of this Article shall not preclude the granting of additional sick leave by administrative action. Sundays, holidays and vacation periods shall not be counted as days lost.

Sick leave of one (1) week or less for FACULTY MEMBERS may, at the discretion of the President or his designee, require that classes be covered by colleagues of the FACULTY MEMBER. For a sick leave period of more than one (1) week, the affected classes shall be covered, at the discretion of the President or his designee, either by hiring a temporary employee or by assigning the classes to another FACULTY MEMBER. In this latter situation, overload, in accordance with Article XXI, hereof, SALARIES AND OVERLOAD, shall be paid to the extent the assignment exceeds the maximum teaching load provided in this Agreement.

Article XVIII. WORK-RELATED DISABILITY

A FACULTY MEMBER who sustains a work-related injury as a result of which he is disabled, shall receive a disability payment which shall be the difference between the monies to which he may be entitled under Workmen's Compensation, Social Security, or other applicable disability benefits and his full salary for a period of one (1) year or for the duration of his disability, whichever period is the shorter. This payment shall be made only for periods during which the FACULTY MEMBER would have been working. Sick leave may be taken at the expiration of one (1) year to the extent of the FACULTY MEMBER'S accumulation if the disability continues. Sick leave, however, shall not accrue during the period of the disability payment. No credit for tenure or for sabbatical leaves shall be given for any academic term during which absences due to the disability constitute more than fifty percent (50%) thereof.

Article XIX: LEAVES OF ABSENCE

A. Sabbatical Leaves

1. A leave of absence for a period not to exceed eighteen (18) COLLEGE calendar weeks with full pay in accordance with current practice, or a leave of absence for a period not to exceed thirty-six (36) COLLEGE calendar weeks with half pay, in accordance with current practice, for restoration of health, study, travel or other appropriate purposes, may be granted

to any FACULTY MEMBER of any COLLEGE who has completed seven (7) or more years of satisfactory service as a FACULTY MEMBER of one (1) or more of the COLLEGES.

2. At least five (5) consecutive years of such service shall have been rendered to the COLLEGE from which the leave is sought. A FACULTY MEMBER who has been granted an approved leave without pay shall not be deemed to have had his consecutive service interrupted; provided, however, that time spent on such leave shall not count as service toward a sabbatical leave.

3. If the COLLEGE operates on a system of units other than semesters, the FACULTY MEMBER may at his option be granted a period corresponding to one (1) or more units within the previous restriction of total weeks. Leaves may be granted for any part of the calendar year.

4. One (1) leave of absence may be allowed for each additional seven (7) years of service. Leaves shall be accumulated so that no one shall lose entitlement because of failure to use leave, but no one shall be entitled to use more than thirty-six (36) weeks of the accumulated leave in succession.

5. No leave of absence shall be granted unless the FACULTY MEMBER shall agree in writing to return to his employment with the COLLEGE for a period of not less than one (1) year immediately following the expiration of such leave of absence.

6. No such leave of absence shall be considered a termination or breach of the contract of employment and the FACULTY MEMBER on leave of absence shall be returned to the same position he occupied prior thereto.

7. Every FACULTY MEMBER while on such leave of absence shall be considered to be in regular full-time daily attendance in the position from which the leave is being taken during the period of said leave, for the purpose of determining the FACULTY MEMBER's length of service and the right to receive increments as provided by law.

8. Every FACULTY MEMBER on sabbatical leave shall retain the right to make contributions as a member of the State Employees' Retirement Fund, the Public School Employees' Retirement Fund or TIAA-CREF and continue his membership therein.

9. Nothing in this Section shall be construed to prevent any FACULTY MEMBER on leave of absence from receiving a grant for further study from any institution of learning other than the COLLEGE which employs him.

10. Each COLLEGE may grant such leaves of absence in any one (1) year to five percent (5%) of its FACULTY.

11. a. A committee chosen by and from the FACULTY at each COLLEGE shall receive applications for sabbatical leaves at a time and in a manner which it shall determine and announce.

b. The committee shall review applications and forward the full list of applicants, with such recommendations, commentary or priorities as it shall determine, to the President or his designee.

c. Should the President or his designee reject in whole or in part the recommendations of the committee, the committee shall be notified in writing and the chairman of the committee shall be given an opportunity to discuss the matter with the President or his designee, but the President shall make and announce his decision with respect to the granting of sabbatical leaves not later than fourteen (14) months prior to the beginning of the academic year during which the leave will commence.

d. Anything herein to the contrary notwithstanding, as authorized by law, the President of each COLLEGE shall have the right to make such regulations as he may deem necessary to make sure that a FACULTY MEMBER on sabbatical leave utilizes such leave properly for the purpose for which it was granted, including requiring reports from the FACULTY MEMBER in such manner as the President may deem necessary.

e. (1) An individual FACULTY MEMBER shall have the right to grieve, in accordance with Article V, hereof, GRIEVANCE PROCEDURE AND ARBITRATION, sabbatical leave decisions only as to himself and then only with respect to failure to observe the procedures set forth above or insofar as other provisions of the Agreement may have been violated.

(2) APSCUF/PAHE shall have the right to grieve in accordance with said Article V, with regard to substantial changes in the pattern of granting sabbatical leaves.

B. Military Leaves

1. Whenever a FACULTY MEMBER enlists or is drafted at any time into active military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he shall be granted a military leave without pay, in accordance with law. A FACULTY MEMBER on such authorized military leave will be required, within ninety (90) days of his discharge (which must be under honorable conditions), to notify the COLLEGE of his availability for employment. The FACULTY MEMBER shall have the right to return to the same position he held before going on military leave or

to an equivalent position for which he is qualified, with such benefits as required by law. During the period of such military leave, the FACULTY MEMBER shall receive no credit for tenure and/or sabbatical leave, unless required by law.

2. FACULTY MEMBERS who are members of Reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding fifteen (15) days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

3. FACULTY MEMBERS who are members of the Pennsylvania National Guard are entitled to leaves with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the Commonwealth or in authorized field training, consistent with the Military Code of 1949.

C. Childbirth Leaves

1. A pregnant FACULTY MEMBER shall be granted childbirth leave.

2. A pregnant FACULTY MEMBER shall submit written notification to her department chairman of the anticipated duration of the childbirth leave, at least two (2) weeks in advance, if possible, of the commencement of the leave period. Such leave shall be granted for a period of time not to exceed six (6) months; provided, however, that in the case of teaching FACULTY MEMBERS such leave shall be granted for such period of time so as to permit that teaching FACULTY MEMBER to return to work no later than the beginning of the second semester following that in which the pregnancy was terminated.

3. A pregnant FACULTY MEMBER shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

4. While a pregnant FACULTY MEMBER is on childbirth leave, the duties of her position shall be performed either by the remaining FACULTY MEMBERS and the position kept vacant, or by a temporary employee.

5. Every FACULTY MEMBER shall have the right to return to the same position she held before going on childbirth leave or to an equivalent position for which she is qualified.

6. A FACULTY MEMBER's anniversary date shall be extended in the same manner as is done with respect to leaves without pay.

7. Upon return from childbirth leave, a FACULTY MEMBER shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights shall not accrue during the period of the leave.

8. A FACULTY MEMBER shall be entitled to use accrued sick leave for the period she is unable to work, for medical reasons as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused sick leave shall be carried over until her return. A FACULTY MEMBER shall not earn sick leave while she is on childbirth leave without pay.

D. Bereavement Leaves

A FACULTY MEMBER shall be granted up to five (5) days' bereavement leave for the death of a parent, spouse, child, brother or sister; and up to three (3) days for the death of a grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law or any near relative who resides in the same household with the FACULTY MEMBER or any person with whom the FACULTY MEMBER has made his home. The actual days to be granted as aforesaid shall be such as will accommodate to the reasonable needs of the FACULTY MEMBER involved, and it is expected that his classes or other responsibilities will be covered by his colleagues.

Such leave shall not be deducted from sick leave.

E. Jury Duty Leaves

A FACULTY MEMBER called for jury duty or subpoenaed to attend court shall be granted leaves with pay for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to the FACULTY MEMBER's Dean/Director as far in advance as is practicable. The COLLEGE shall have the right to request the appropriate authorities to relieve such FACULTY MEMBER of jury duty or the court appearance in any manner permitted by law, and the FACULTY MEMBER is expected to report for regular COLLEGE duty when his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

F. Professional Leaves

1. In accordance with 4 Pa. Code 35.31, et seq., FACULTY MEMBERS shall, subject to the approval of the President or his designee, be granted professional leaves with pay to attend professional conferences, participate in training courses and sessions that are related to their work, and engage in other similar job-related activities.

2. Allowances for travel expenses in accordance with Article XXV, hereof, TRAVEL EXPENSES, may be granted to FACULTY MEMBERS on such leave, subject to the availability of funds and to COMMONWEALTH/COLLEGE regulations.

G. Educational Leaves

In accordance with 4 Pa. Code 33.33, et seq., FACULTY MEMBERS may be granted leaves of absence with reduced pay to pursue full-time graduate courses of study which are related to their present or future job assignments and which can be expected to improve their value to the COLLEGE(S). Selection of FACULTY MEMBERS for this program will be based on the needs of the COLLEGE(S, and shall be subject to the approval of the President or his designe

H. Leaves for APSCUF/PAHE Service

FACULTY MEMBERS who are elected or appointed full-time officials or representatives of APSCUF/PAHE shall, at the written request of the FACULTY MEMBER, submitted not less than sixty (60) days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by the written mutual consent of APSCUF/PAHE and the COLLEGE(S). In no event shall more than three (3) FACULTY MEMBERS from the COLLEGES be on such leave at any one (1) time.

I. Miscellaneous Leaves Without Pay

FACULTY MEMBERS shall be granted leaves without pay at the sole discretion of the President or his designee for any reason, for a period not to exceed two (2) years, which may be extended at the discretion of the President or his designee for an additional two-year period.

Article XX. RETIREMENT

A. The parties hereto agree to jointly recommend and support legislation granting FACULTY MEMBERS the option of participating in the TIAA-CREF retirement plan, in accordance with TIAA-CREF and COMMONWEALTH then existing rules and regulations, as an alternative to continued participation in plans presently authorized for FACULTY MEMBERS. The amount to be contributed by the COMMONWEALTH shall be calculated at the rate actuarily determined to be payable to the State Employees' Retirement Fund for each such FACULTY MEMBER.

B. The parties hereto agree to the desirability of engaging in, during the term of this Agreement (if feasible, in conjunction with representatives of all other COMMONWEALTH employees), a joint study of such aspects of the COMMONWEALTH's retirement program and in such manner as the parties shall mutually agree.

C. Anything herein to the contrary notwithstanding, a FACULTY MEMBER who reaches age 65 shall no longer have tenure and shall be subject to being retired at the discretion of the President at the end of the then current academic year or any succeeding academic year.

Article XXI. SALARIES AND OVERLOAD

A. Salaries for Full-Time FACULTY MEMBERS

The salaries payable to FACULTY MEMBERS during the term of this Agreement shall be in accordance with the COMMONWEALTH's/COLLEGE's Compensation Plan and as more fully set forth in EXHIBIT "A", attached hereto and made a part hereof.

Effective with the 1973-74 academic year, a FACULTY MEMBER may elect to receive his academic year's salary over twenty-six (26) pay periods instead of over twenty (20) pay periods; provided, however, that these payments shall commence at the beginning of the academic year, as would be the case if he were being paid over twenty (20) pay periods; and in no event shall he receive more compensation in twenty-six (26) pays than he would have received in twenty (20) pays. Such election must be made prior to the end of the 1972-73 academic year or at the time of employment, whichever is later, in a manner specified by the COMMONWEALTH and no change may, with respect thereto, be made by the FACULTY MEMBER during the remaining term of this Agreement. In addition, such election shall in no way diminish the additional compensation to which a FACULTY MEMBER may be entitled for summer employment.

B. Overload

1. Overload for teaching FACULTY MEMBERS shall be paid at the rate of one-thirtieth (1/30) of the academic year's salary for each semester credit hour in excess of fourteen (14) assigned during any academic term or in excess of twenty-four (24) assigned during any academic year.

2. Overload for student teacher supervisors shall be paid at the rate of one-forty-fifth (1/45) of the academic year's salary for each student teacher assigned to him in excess of forty-five (45).

3. Overload for librarians shall be paid at the straight-time hourly rate specified in the COMMONWEALTH's/COLLEGE's Compensation Plan for the FACULTY MEMBER's rank and step.

C. Summer Employment

During the term of this Agreement assignments shall be made and compensation shall be paid for summer employment in the

same manner as had been the practice prior to the execution of this Agreement, unless changed by mutual agreement.

D. Increment for Department Chairmen

The Board of Presidents' present policy, with respect to the payment of increments to department chairmen and their assistants, shall prevail during the term of this Agreement.

E. Salaries for Part-Time FACULTY MEMBERS

Part-time FACULTY MEMBERS shall be paid on the basis of one-twenty-fourth (1/24) of a full-time academic year's salary for each semester credit hour taught.

Article XXII. FRINGE BENEFITS

A. 1. a. Effective September 1, 1972, the COMMONWEALTH shall, at its sole cost and expense, provide each full-time FACULTY MEMBER with that Blue Cross, Blue Shield and Major Medical coverage which he had in effect (including coverage for eligible dependents) immediately prior to September 1, 1972.

b. Effective November 1, 1972, those full-time FACULTY MEMBERS who previously had waived coverage, those who are entitled to but have not heretofore elected dependent coverage, and those who are newly employed for the 1972-73 academic year, shall be entitled to full coverage (including coverage for eligible dependents) at COMMONWEALTH expense.

c. FACULTY MEMBERS hired after September 1, 1972, shall be entitled to the aforementioned Blue Cross, Blue Shield and Major Medical coverage as of November 1, 1972, or their date of employment, whichever is later.

2. a. Effective September 1, 1972, each full-time FACULTY MEMBER who has been employed for ninety (90) days and who has life insurance coverage presently in effect shall be continued in the COMMONWEALTH's present group life insurance plan at the COMMONWEALTH's sole cost and expense.

b. With respect to those present FACULTY MEMBERS who previously waived life insurance coverage or those newly employed for the academic year 1972-73 or thereafter, the COMMONWEALTH shall, at its sole cost and expense, provide such employees with coverage under its present life insurance plan on November 1, 1972, or after ninety (90) days of employment, whichever is later.

B. The COMMONWEALTH's present practice shall prevail

during the term of this Agreement with respect to Blue Cross Blue Shield, Major Medical and Life Insurance coverage for part-time FACULTY MEMBERS.

Article XXIII. SUMMER EMPLOYMENT

Summer school contracts shall be offered no later than April 1. If accepted by April 15, they shall be mutually binding.

Subject to the approval of the President or his designee, summer assignments shall be made by the chairmen of the departments, giving prior consideration to members of the department who have the qualifications and experience to teach the courses planned. The chairmen shall attempt to distribute the summer workload as equitably as possible.

Article XXIV. WORKLOAD

A. Teaching FACULTY

1. For all teaching FACULTY MEMBERS, the full work load for the academic year shall not exceed twenty-four (24) semester credit hours (with twelve [12] semester credit hours as standard for a term). In no event shall more than fourteen (14) semester credit hours be assigned in any one (1) academic term unless overload as provided for in this Agreement is paid. Laboratory, studio, clinics, field and activity courses shall be equated on the basis of three (3) contact hours being equal to two (2) semester credit hours for that period of time which is actually spent in such work. Where such types of courses also include lecture hours, each hour of lecture is to be considered a semester credit hour.

2. No more than three (3) preparations per academic term shall be assigned unless the parties mutually agree to an overload compensation formula for additional preparations and agree on the manner and conditions under which such overload may be assigned. However, where an overload course(s) is assigned in accordance with Paragraph 1, above, the additional course(s) assigned may carry an additional preparation(s).

3. Anything herein to the contrary notwithstanding, a FACULTY MEMBER who teaches graduate courses shall have the following considered a maximum full work load in any academic term, beyond which overload shall be paid:

a. Three (3) graduate courses up to a maximum of nine (9) semester credit hours; or,

b. Two (2) graduate courses and two (2) undergraduate courses, up to a maximum of twelve (12) semester credit hours; or,

c. One (1) graduate course and three (3) undergraduate courses up to a maximum of twelve (12) semester credit hours.

4. If a calendar system other than the two (2) academic term systems of fifteen (15) teaching weeks each is established by appropriate means during the term of this Agreement, a mathematical equivalent shall be established for the above work load requirement.

B. Librarians

1. Subject to the provisions hereof, all members of the professional library staff shall enjoy full faculty status with all the rights, privileges and responsibilities pertaining thereto. For administrative purposes, the professional librarians shall constitute a department.

2. The Director of the Library, in consultation with the librarians with faculty status, shall recommend to the President for faculty rank those present employees who are now classified as Librarians I or II and who otherwise satisfy the minimum qualifications for rank. The rank which a specific individual shall hold initially shall be that determined by the President and, thereafter, he shall be eligible for promotion in accordance with the provisions of Article XVI, hereof, PROMOTIONS.

3. Librarians in the performance of their duties as such shall be scheduled for no more than thirty-five (35) hours per week; and, librarians also shall be expected, as are other faculty members, to assume committee assignments and other campus responsibilities.

4. A librarian's schedule shall be based on library needs as determined by the President or his designee in consultation with members of the library faculty.

5. a. Librarians I or II who are granted FACULTY rank and who have permanent civil service status shall be granted tenure immediately.

b. Librarians I or II who are granted FACULTY rank and who do not have permanent civil service status shall be considered for tenure pursuant to the provisions of Article XV hereof, TENURE, as applicable, giving full consideration for their prior service at the COLLEGE since the date of most recent appointment.

6. Librarians I or II who are granted FACULTY rank shall accrue credits toward sabbatical leave only from the date the FACULTY rank is granted.

7. Librarians I or II who are granted FACULTY rank shall retain all accrued sick leave benefits and shall be paid for all earned, unused annual leave.

C. Supervisors of Student Teachers

1. A COLLEGE supervisor of student teachers shall supervise up to a maximum of forty-five (45) student teachers during a two-term academic year, and be responsible for practicum, where applicable. The maximum shall not exceed twenty-five (25) student teachers during any one (1) term of the academic year. In making an actual assignment, the President or his designee shall, in consultation with the student teacher supervisors, take into consideration the number of schools involved and the distances required to be traveled from one to another by the student teacher supervisor.

Anything herein to the contrary notwithstanding, a student teacher supervisor's actual schedule of days to be worked during the academic year shall be determined by the President or his designee. It is contemplated that such days shall not necessarily be limited by the COLLEGE calendar, but rather, the President shall take into consideration the needs of student teachers being supervised and of the school district(s) involved.

2. A student teacher supervisor shall be provided with a vehicle when available in accordance with COMMONWEALTH regulations. When a State vehicle is not available, he must use his own vehicle, and he shall be reimbursed at the mileage rate specified in Article XXV , hereof, TRAVEL EXPENSES. Even when a State vehicle is available, if, in the opinion of the President or his designee, because of the student teacher supervisor's employment requirements, it is more appropriate for him to use his own vehicle and he is so authorized, he shall, likewise, be reimbursed at the mileage rates specified in said Article XXV.

3. A student teacher supervisor who is customarily and regularly required by the COMMONWEALTH/COLLEGE(S) to travel fifteen (15) miles or more from his regular campus or work site, and whose work assignment requires that he remain away therefrom during his normal lunch period, shall be reimbursed for actual out-of-pocket lunch expenses not to exceed One Dollar and Fifty Cents ($1.50) (excluding sales taxes).

D. Laboratory School Teachers

1. Laboratory school teachers shall have faculty status and rank in the same manner as any other FACULTY MEMBER.

2. Laboratory school teachers' workload and academic year assignments shall be made by the President or his designee in consultation with the laboratory school teachers and

shall be consistent with the needs of the students in the laboratory school and the requirements of the school district(s) involved. Laboratory school teachers shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

3. Laboratory school teachers shall have a lunch period of at least one-half (1/2) hour, which shall be free of all other duties.

4. During the term of this Agreement, a joint study team shall be set up with an equal number of FACULTY appointed by APSCUF/PAHE and administrators appointed by the COMMONWEALTH to study the feasibility of coordinating the laboratory school teachers' schedules with the COLLEGE(S) calendars.

E. Department Chairmen and Assistants

Department chairmen and their assistant chairmen shall be granted workload reductions in accordance with EXHIBIT "B", attached hereto and made a part hereof.

F. Extra- or Co-Curricular Activities

Credit for workload shall be granted to those FACULTY MEMBERS who perform extra- and/or co-curricular duties in accordance with EXHIBIT "C", attached hereto and made a part hereof.

G. Office Hours

Teaching FACULTY MEMBERS shall maintain a minimum of five (5) office hours per week on no fewer than three (3) different days at such times as will accommodate to the needs of the students. The schedule of office hours for each FACULTY MEMBER shall be posted in such manner so as to be easily observed by the students.

Article XXV. TRAVEL EXPENSES

A. Automobile Mileage Allowance

A FACULTY MEMBER who is authorized by the COMMONWEALTH/COLLEGES to use his personal vehicle for official business shall be granted the following allowances:

1. Twelve (12) cents per mile for the first one thousand (1,000) miles per month.

2. Seven (7) cents per mile for all mileage over one thousand (1,000) miles per month.

B. Subsistence

Reimbursement for meals and other subsistence expenses while on such official business is allowed to a maximum of ten dollars ($10.00), which includes tips, for each twenty-four-hour period spent in a continuous overnight travel status. The twenty-four-hour period begins at any time of day or night that the FACULTY MEMBER leaves his COLLEGE or residence to embark upon such overnight travel. This allowance covers all meals and subsistence expenses not specifically provided for elsewhere.

These allowances for meals and subsistence require no receipts or other accountings. However, they are not flat allowances, and only amounts actually expended may be claimed.

C. Lodging

Lodging costs are limited to thirteen dollars ($13.00), plus education tax, per night, in cities of less than 100,000 population and sixteen dollars ($16.00), plus education tax, per night, in cities of 100,000 or more population including Reading and Harrisburg and all out-of-state locations.

D. Except as hereinabove provided, COMMONWEALTH Travel Expense Regulations will govern.

E. Every reasonable effort will be made to process travel expenses promptly.

Article XXVI. MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

A. Maintenance of Membership

All FACULTY MEMBERS who are members of APSCUF/PAHE as of the date of ratification of this Agreement or who, thereafter, during its term become members of APSCUF/PAHE, shall as a condition of continued employment, maintain their membership in APSCUF/PAHE for the term of this Agreement; provided, however, that any such FACULTY MEMBER may resign from membership in APSCUF/PAHE during a period of fifteen (15) days prior to the expiration of this Agreement and, provided further, that the payment of dues and assessments while he is a member shall be the only requisite employment condition.

B. Check-off

1. The COMMONWEALTH agrees to deduct in bi-weekly installments the regular annual dues of APSCUF/PAHE from the pay of those FACULTY who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by APSCUF/PAHE to the COMMONWEALTH and the aggregate deductions from all FACULTY MEMBERS

shall be remitted monthly to APSCUF/PAHE, together with an itemized statement containing the names of the FACULTY MEMBERS from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each FACULTY MEMBER's written authorization shall be irrevocable for the term of this Agreement or any extension thereof or successor thereto, but may be revoked at the expiration thereof, provided such action is taken during a period which commences fifteen (15) days prior to the expiration date of this Agreement.

2. If dues are deducted and remitted to APSCUF/PAHE, in accordance with the procedure specified in Paragraph B 1, above, APSCUF/PAHE shall be solely responsible in the event anyone claims that the deduction and/or remission was improper.

Article XXVII. RETRENCHMENT

A. The COMMONWEALTH/COLLEGES shall meet and discuss with APSCUF/PAHE or its designee regarding any changes, including those involving curriculum and programs, which will lead to retrenchment, and thereby impact wages, hours and terms and conditions of employment, as required by Section 702 of Act 195. In connection with such duty to meet and discuss, accurate information, statistics or financial data related to any such proposed change shall be made available to APSCUF/PAHE. This shall not be construed to require the COMMONWEALTH/COLLEGES to compile such material in the form requested which is not already compiled in that form, unless mutually agreeable.

B. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. If and when retrenchment is to occur, the COMMONWEALTH/COLLEGES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the required reduction of FACULTY.

2. When in the opinion of the COMMONWEALTH/COLLEGES retrenchment becomes necessary and it cannot be accomplished totally by attrition, APSCUF/PAHE and the affected FACULTY MEMBERS shall be notified prior to implementation, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible:

a. temporary, part-time

b. temporary, full-time

c. regular, part-time

d. regular, full-time.

C. With respect to the application of Paragraph B 2, above, retrenchment shall be made in inverse order of length of service from the most recent date of employment at the COLLEGE ("seniority"), provided the remaining FACULTY MEMBERS have the necessary qualifications to teach the remaining courses or perform the remaining duties.

D. Before retrenching a FACULTY MEMBER, the COLLEGE shall make a reasonable effort to place him in another suitable position. Where a FACULTY MEMBER has been a member of more than one (1) department and he is retrenched from his current department, he shall have the right to return to a previous department, as follows:

1. If he left the previous department less than five (5) years prior to his retrenchment from his current department, he shall have the right to return, if qualified; and

2. If he left five (5) or more years prior to his retrenchment, he shall have a right to return, if qualified, but only with the department's approval.

Nothing contained in this Section shall be construed as requiring a COLLEGE to retain more FACULTY MEMBERS in a department than the President deems to be needed.

E. Anything herein to the contrary notwithstanding, consistent with such reasonable time constraints as the President shall determine, the affected FACULTY MEMBERS shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

F. 1. The FACULTY MEMBERS to be retrenched shall be given notice in accordance with Article XIV, hereof, RENEWALS AND NON-RENEWALS; viz:

a. First-year FACULTY MEMBERS - March 1

b. Second-year FACULTY MEMBERS - December 15

c. FACULTY MEMBERS beyond the second year - September 15.

A retrenchment shall not be considered a non-renewal and a FACULTY MEMBER so retrenched shall not be permitted to grieve that action as if it were a non-renewal. If a FACULTY MEMBER had been scheduled for a sabbatical leave, he shall not be deprived of his sabbatical leave because he is subject to being retrenched.

2. A retrenched FACULTY MEMBER shall be entitled to such unemployment compensation benefits as authorized by law.

G. A FACULTY MEMBER retrenched from his COLLEGE shall, within a period of time equal to his length of service at that COLLEGE, or three (3) years from his date of retrenchment, whichever is less ("furlough period"), be given preference with respect to a FACULTY opening for which he applies at another COLLEGE, if deemed qualified by the department. His name then shall be forwarded to the President who shall consider whether or not he is qualified. If the President determines such FACULTY MEMBER to be qualified, he shall be appointed. The FACULTY MEMBER shall have been considered for appointment by the department and by the President before, and independent of, all other applicants. If more than one (1) retrenched FACULTY MEMBER applies to fill an opening at another COLLEGE, they shall be given the preference consideration specified above, in order of seniority; provided, however, that the process of considering all such applicants shall not exceed sixty (60) days. After that time, there shall be no further preference rights with respect to that opening. A retrenched FACULTY MEMBER appointed at another COLLEGE in accordance with the foregoing shall receive the same rank as he had at his former COLLEGE, but the appointment may be made at any pay step which the President deems appropriate.

H. Any retrenched FACULTY MEMBER who receives an appointment at another COLLEGE shall have seniority at that other COLLEGE beginning with the date of that appointment. If appointed within his furlough period, he shall retain accumulated sick leave and sabbatical leave credits and he shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement. If at the time of retrenchment, he had been a participant in the COMMONWEALTH's retirement plan and thereafter withdrew his contributions, he shall have the right to repurchase his past service in accordance with COMMONWEALTH regulations.

I. A retrenched FACULTY MEMBER who receives an appointment at another COLLEGE within his furlough period shall, if he did not have tenure at the COLLEGE from which he was retrenched, be required to comply fully with the provisions of Article XV, hereof, TENURE, at the new COLLEGE as a new FACULTY MEMBER. If he did have tenure at the COLLEGE from which he was retrenched, he shall, nevertheless, be required to serve one (1) full year at the new COLLEGE before being granted tenure at that COLLEGE. To the extent applicable, the provisions of Paragraph D 2 of said Article XV, shall be followed, with dates modified as appropriate.

J. A FACULTY MEMBER who is retrenched from a COLLEGE shall be placed on a preferred rehiring list and shall retain all prior accrued rights up to the date he was placed on that list. Each COLLEGE shall have a separate list. The least senior FACULTY MEMBER shall be the first name placed on such list. He shall be retained on the preferred hiring list for a period equal to his furlough period. Anything herein to the contrary notwithstanding, an employee on the preferred rehiring list shall not be entitled to any of the benefits provided by this Agreement while on such list. No new FACULTY MEMBER will be hired to fill a vacancy at the COLLEGE for which a retrenched FACULTY MEMBER on the preferred rehiring list is qualified, unless the vacancy first is offered in writing to all such FACULTY MEMBERS on that list, for recall in reverse order of placement thereon, for a period of thirty (30) days. In the event a FACULTY MEMBER rejects in writing an offered position in accordance with the foregoing or in the event he does not respond in writing within the said thirty-day period, his name shall be passed over, but he shall remain on the preferred rehiring list. Part-time FACULTY MEMBERS shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article XI, hereof, APPOINTMENT OF FACULTY.

K. In the event a FACULTY MEMBER is recalled in accordance with the provisions of Section J, above, he shall receive the same rank and salary which he had when he was retrenched. In addition, he shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with COMMONWEALTH regulations. Furthermore, he shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement.

L. If a program at one (1) COLLEGE is moved to another COLLEGE, whether or not a similar program existed at that other COLLEGE, FACULTY MEMBERS who receive appointments at the other COLLEGE with respect to that program will be considered as having been transferred and not retrenched. As such, the FACULTY MEMBERS affected shall be entitled to all rights and privileges of transferred employees, including transportation and moving expenses, subject to COMMONWEALTH rules and regulations pertaining thereto. Such transferred employees shall not be reduced in rank or step.

M. The COLLEGES shall, on or before November 1 of each year, provide APSCUF/PAHE with a seniority list for each COLLEGE. All such lists shall reflect each FACULTY MEMBER's most recent date of appointment at the COLLEGE and within his current department. Positions on such list shall be considered final unless a question is raised with respect thereto by an individual FACULTY MEMBER within a period of sixty (60) days from the date of delivery of the list to APSCUF/PAHE.

Article XXVIII. MISCELLANEOUS CONDITIONS

A. Offices

The COMMONWEALTH/COLLEGES shall supply each FACULTY MEMBER with suitable office space and facilities, which the COMMONWEALTH/COLLEGES shall maintain.

B. Unemployment Compensation

FACULTY MEMBERS shall be eligible for unemployment compensation benefits as provided by law.

C. Indemnity for Liability

The COMMONWEALTH/COLLEGES shall hold a FACULTY MEMBER harmless of and from any and all claims, suits, orders or judgments arising as the result of any action taken as a FACULTY MEMBER in the ordinary course of employment.

D. Television Tapes

The making of instructional television tapes is to be voluntary on the part of FACULTY MEMBER(S). The COLLEGE and FACULTY MEMBER(S) shall agree, either before or after the taping, as to the future use and disposition of the taped material.

E. Curriculum Committee

There shall be a curriculum committee at each COLLEGE, which shall be selected as determined by the FACULTY, but which may include at least one (1) administrator if designated by the President.

F. Past Practice

FACULTY benefits and working conditions now existing and not in conflict with this Agreement shall remain in effect until any such benefit or working condition or any rule, regulation, practice or procedure relating thereto is changed in a manner authorized in accordance with the exercise of the rights reserved to the COMMONWEALTH/COLLEGES under Article X, hereof, RIGHTS OF COMMONWEALTH/COLLEGES. Present procedure as to scheduling classes and scheduling other duties during the academic year shall be changed only to the extent and in such manner as such changes have been adopted in recent years.

G. Merit

Merit shall continue to be recognized and awarded at the COLLEGES in accordance with established procedures.

Article XXIX. AGREEMENT AGAINST STRIKES AND LOCK-OUTS

A. During the term of this Agreement there shall be no strike, stoppage of work, walkout, slow-down or refusal to work or to perform any part of the FACULTY MEMBER's duties.

B. Neither the COMMONWEALTH nor COLLEGE(S) shall lockout any FACULTY MEMBER(S) during the term of this Agreement.

Article XXX. GENDER AND NUMBER

Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural and vice versa, as applicable.

Article XXXI. HEADINGS

Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall the heading affect the meaning, construction or effect of the Article.

Article XXXII. SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

Article XXXIII. LEGISLATIVE ACTION

A. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation or the granting of appropriations, that provision shall become effective only if such legislative action is taken. The parties, however, mutually agree to make such recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

B. The COMMONWEALTH, with the cooperation of APSCUF/PAHE, will cause to be introduced and will lend its full support to the necessary proposed legislation.

C. In the event the legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to re-negotiate regarding the subject matter contained in the appropriate article in a manner permitted by law.

Article XXXIV. TOTALITY OF AGREEMENT

The parties acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire agreement between the parties for the term of said Agreement or any extensions thereof. Each party waives his right to bargain collectively with the other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom, whether or not said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Article XXXV. TERM OF AGREEMENT

This Agreement shall be effective as of November 2, 1971 (but there shall be no retroactive rights whatsoever from such date to the beginning of the 1972-73 academic year) and shall remain in full force and effect to and including August 31, 1974, and shall automatically renew itself from year to year thereafter unless, not later than sixty (60) days prior to the expiration of the then current term of Agreement, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

By _____
Milton J. Shapp, Governor

By _____
William A. Whiteside, Jr.
Negotiator

By _____

By _____

By _____

By _____

By _____

By _____

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES
PENNSYLVANIA ASSOCIATION FOR HIGHER EDUCATION (APSCUF/PAHE)

By _____
Richard C. Keller, Chairman

By _____
Berlie Etzel, Jr.

By _____
Henry Fulio

By _____
Melvin A. Mitchell

By _____
William R. Smith

By _____
John P. Watkins

EXHIBIT "A"

SALARIES

The salaries to be effective with respect to full-time FACULTY MEMBERS during the term of this Agreement shall be as follows:

I. RANGES FOR RANKS

RANGES AND EFFECTIVE DATES

RANK	11/14/71 2/15/72 Beginning of the First Pay Period of Acad. Year 1972-1973	First Full Pay Period Beginning on or after Jan.1, 1973	Beginning of the First Pay Period of Acad. Year 1973-1974	First Full Pay Period Beginning on or after Jan.1, 1974
Instructor	37 A thru F 37 A thru G 38 A thru G	39 A thru G	40 A thru G	41 A thru G
Ass't. Prof.	41 A thru F 41 A thru G 42 A thru G	43 A thru G	44 A thru G	45 A thru G
Assoc. Prof.	45 A thru F 45 A thru G 46 A thru G	47 A thru G	48 A thru G	49 A thru G
Professor	49 A thru F 49 A thru G 50 A thru G	51 A thru G	52 A thru G	53 A thru G

II. ACROSS-THE-BOARD INCREASES

Effective November 14, 1971, February 15, 1972, Beginning of the First Pay Period of Academic Year 1972-1973, First Full Pay Period Beginning on or after January 1, 1973, and Beginning of the First Pay Period of Academic Year 1973-1974 across-the-board increases of one (1) step (approximately 5%) each on the COMMONWEALTH/COLLEGES Compensation Plan [attached] shall be granted to all FACULTY MEMBERS other than new employees, whether or not they are at their maximum or presently above their maximum.

III. ANNUAL INCREMENTS

In addition to the above, a FACULTY MEMBER shall be entitled to his annual service increments on his anniversary dates as defined by COMMONWEALTH/COLLEGE rules and regulations and past practice, or as may be changed by mutual agreement. Such annual service increments, Steps A thru G, shall be granted solely on the basis of service.

IV. PROCEDURE

Pursuant to the COMMONWEALTH/COLLEGES Compensation Plan, range changes, across-the-board increases, annual service increments (if applicable) and merit increments (if applicable) shall be applied in that order.

Exhibit "A"
(Attachment)
Page 1.

COMMONWEALTH/COLLEGES COMPENSATION PLAN
(Academic Year Salaries)

Sept. 1971

RANK	RANGE	A	B	C	D	E	F	G
Inst.	35	7250	7610	8000	8400	8820	9260	9720
Asst.	39	8820	9260	9720	10200	10720	11240	11800
Asso.	44	11240	11800	12400	13020	13680	14360	15080
Prof.	48	13680	14360	15080	15820	16620	17460	18340

Nov. 14, 1971

RANK	RANGE	A	B	C	D	E	F	* F+1
Inst.	37	8000	8400	8820	9260	9720	10200	10720
Asst	41	9720	10200	10720	11240	11800	12400	13020
Asso.	45	11800	12400	13020	13680	14360	15080	15820
Prof.	49	14360	15080	15820	16620	17460	18340	19260

Feb. 15, 1972

RANK	RANGE	A	B	C	D	E	F	G	** G+1
Inst.	37	8000	8400	8820	9260	9720	10200	10720	11240
Asst.	41	9720	10200	10720	11240	11800	12400	13020	13680
Asso.	45	11800	12400	13020	13680	14360	15080	15820	16620
Prof.	49	14360	15080	15820	16620	17460	18340	19260	20220

NOTE: * The F + 1 reference was created to provide a one (1) step increment (approximately 5%) across-the-board pay raise effective November 14, 1971, to all FACULTY then at their maximum. The F + 1 reference became Step G, effective February 15, 1972.

** The G + 1 reference was created to provide a one (1) step increment (approximately 5%) across-the-board pay raise, effective February 15, 1972, to all FACULTY then at their maximum.

Exhibit "A"
(Attachment)
Page 2

COMMONWEALTH/COLLEGES COMPENSATION PLAN
(Academic Year Salaries)

RANK	RANGE	A	B	C	D	E	F	G	G + 1 ***
Sept. 1972									
Inst.	38	8401	8820	9260	9720	10200	10720	11240	11800
Asst.	42	10200	10720	11240	11800	[illegible]	13020	13680	14360
Assoc.	46	12400	13020	13680	14360	15080	15820	16620	17460
Prof.	50	15080	15820	16620	17460	18340	19260	20220	21240
Jan. 1973									
Inst.	39	8820	9260	9720	10200	10720	11240	11800	12400
Asst.	43	10720	11240	11800	12400	13020	13680	14360	15080
Assoc.	47	13020	13680	14360	15080	15820	16620	17460	18340
Prof.	51	15820	16620	17460	18340	19260	20220	21240	22300
Sept. 1973									
Inst.	40	9260	9720	10200	10720	11240	11800	12400	13020
Asst.	44	11240	11800	12400	13020	13680	14360	15080	15820
Assoc.	48	13680	14360	15080	15820	16620	17460	18340	19260
Prof.	52	16620	17460	18340	18260	20220	21240	22300	23420
Jan. 1974									
Inst.	41	9720	10200	10720	11240	11800	12400	13020	
Asst.	45	11800	12400	13020	13680	14360	15080	15820	
Assoc.	49	14360	15080	15820	16620	17460	18340	19260	
Prof.	53	17460	18340	19260	20220	21240	22300	23420	

*** Only those FACULTY MEMBERS currently at G + 1 will remain at that reference until January, 1974. In January of 1974, those at G + 1 revert to Step G, because of the range change.

EXHIBIT "B"

DEPARTMENT CHAIRMEN AND ASSISTANTS

WORK LOAD REDUCTIONS

Department chairmen shall be granted work load reductions in accordance with the following schedule:

Department Size	Work Load Reduction
1 to 9	25%
10 or over	50%

(In departments of 16 or more, assistant department chairmen may be appointed, when such appointment is approved by the President).

Assistant chairmen shall be granted a work load reduction of up to 25% as approved by the President, in consultation with the chairmen and assistant chairmen.

The President or his designee shall have the right to vary any or all of the above numbers (either department size or percentage) by as much as 20% of the numbers listed, up or down.

EXHIBIT "C"

WORKLOAD REDUCTION FOR EXTRA- AND/OR CO-CURRICULAR DUTIES

I. WORKLOAD REDUCTION TO BE GRANTED FOR COACHING INTERCOLLEGIATE SPORTS (Expressed in percentages of Full-Time Teaching Load)

	Fall Term	Spring Term
ARCHERY	-	15%
BASEBALL	-	33 1/3%
BADMINTON	-	15%
BASKETBALL - MEN		
Head Coach	50%	25%
Assistant Coach	25%	25%
Freshman Coach	25%	25%
BASKETBALL - WOMEN		
Head Coach	25%	15%
Assistant Coach	20%	10%
CROSS-COUNTRY		
Head Coach	25%	-
Assistant Coach	20%	-
FIELD HOCKEY		
Head Coach	25%	-
Assistant Coach	20%	-
FOOTBALL		
Head Coach	50%	25%
Assistant Coach	25%	25%
Freshman Coach	25%	25%
GYMNASTICS		
Head Coach	25%	25%
Assistant Coach	20%	20%
GOLF		
Head Coach	-	25%
Assistant Coach	-	20%
JUDO		
Head Coach	-	25%
LACROSSE		
Head Coach	-	25%
Assistant Coach	-	20%
RIFLE		
Head Coach	-	25%
SOCCER		
Head Coach	50%	-
Assistant Coach	25%	-
SOFTBALL		
Head Coach	-	15%
SQUASH		
Head Coach	25%	-
Assistant Coach	20%	-
SWIMMING		
Head Coach	25%	25%
Assistant Coach	20%	20%
TENNIS		
Head Coach	-	25%
Assistant Coach	-	20%
TRACK - WINTER		
Head Coach	25%	-
Assistant Coach	20%	-
TRACK - SPRING		
Head Coach	-	33 1/3%
Assistant Coach	-	25%
WRESTLING		
Head Coach	50%	25%
Assistant Coach	25%	20%
TRAINER - MEN	50%	25%
TRAINER - WOMEN	20%	20%
VOLLEYBALL	-	15%
DIRECTOR OF INTRAMURALS	25%	25%

The President or his designee shall have the right to vary all or any of the above percentages by as much as 20% of the percentages listed, up or down. In addition, the President or his designee shall have the additional flexibility of changing the percentages in a particular term, so long as a deficit

in one term is made up in the other. As an example, a head football coach is listed as being entitled to a 50% reduction in the fall term and a 25% reduction in the spring term. In the event he performs such duties in both terms, the President or his designee has two (2) options, as follows: (1) he can reduce each or both percentages by 20% of that which is listed - 10% in the fall term and 5% in the spring term; or (2) he may, with respect to those reduced amounts, grant even less in the fall term, so long as the deficit is made up in the spring.

II. WORKLOAD REDUCTION TO BE GRANTED FOR DIRECTING MUSIC ACTIVITIES

In developing a plan for granting workload reduction for directing music activities, a distincition is to be made between a music school in which a given activity is part of the regular instructional program in the music curriculum, and a non-music school in which the activity is actually extra-curricular or outside the curriculum.

A. If the activity is recognized as part of the regular curriculum, the director shall be granted workload reduction under the plan adopted for determining teaching workloads for classroom or laboratory instruction.

B. If a music activity is actually extra-curricular, the following workload reduction(s) shall be granted:

	Flat Allowance	Per Contact Hour For Average Weekly Assignment
Band - Concert or Marching	20%	5%
Assistant Band Director	10%	2.5%
Orchestra	20%	5%
Ensembles and Smaller Instrumental Groups	10%	2.5%
Choir or Chorus	20%	5%
Smaller Vocal Groups	10%	2.5%

III. WORKLOAD REDUCTION TO BE GRANTED FOR DIRECTING AND/OR ADVISING FORENSICS, DRAMATICS AND JOURNALISM

	Flat Allowance	or Per Hour Per Week
Director of Forensics	15%	2.5%
Director of Dramatics	20%	2.5%
Director (Advisor) of Student Newspaper	20%	2.5%
Advisor to Other Student Publications	10%	2.5%

IV. With respect to Section II B and III, above, the President or his designee shall determine the amount of time to be spent on the activity by the FACULTY MEMBER each week, and the FACULTY MEMBER shall have the right to choose between the reduction alternatives.

V. Instead of reducing the workload of the FACULTY MEMBER for any of the above, the President or his designee shall have the right, in consultation with the FACULTY MEMBER and APSCUF/PAHE to assign the work on an overload basis.

MEMORANDUM OF UNDERSTANDING

DATED: September 5, 1972

With respect to the Collective Bargaining Agreement executed of even date herewith ("AGREEMENT") the following is to be considered an elaboration and clarification thereof and is to have the same force and effect as if it appeared in AGREEMENT.

1. The provisions of Section E of Article II of AGREEMENT shall not be construed so as to deprive COLLEGE or its designees of its right of access to and/or possession of files, records or materials maintained by FACULTY MEMBERS in behalf of the COLLEGE, provided, however, that grade books shall remain in the possession of the FACULTY MEMBER so long as he remains on the campus.

2. COMMONWEALTH/COLLEGE shall not interfere with the judgment and decisions of the local Boards of Trustees pertaining to fee remission, but no right to fee remission is granted by AGREEMENT.

3. During the first thirty (30) COLLEGE calendar days of the 1972-73 academic year, each department shall determine by secret ballot whether to confirm its chairman in office, or to initiate the procedure contained in Article XI A of AGREEMENT for the selection of a chairman. Thereafter, the provisions of Article XI A of AGREEMENT shall apply.

4. a. In the event Cost of Living Council approval for any or all of the benefits provided in the AGREEMENT is not obtained, such AGREEMENT may be reopened at any time in order to re-negotiate those provisions which were disallowed in whole or in part, for the purpose of recouping that which was disallowed or its equivalent. Any such re-negotiated benefits shall be effective not earlier than the beginning of the 1973-74 academic year, to the extent permitted by the Cost of Living Council or its successor.

b. Also, if COMMONWEALTH grants pattern increases to employees represented by other collective bargaining agents, which exceed those granted for the 1973-74 academic year in AGREEMENT, it may be reopened at any time, in order to re-negotiate increases up to a maximum of the difference, to become effective no earlier than the beginning of the 1973-74 academic year.

c. In the event that the parties fail to reach agreement with respect to those items specified in subparagraphs a and/or b above, the no-strike-no-lockout Article of the AGREEMENT shall still be in effect, but either party may, at its election, submit the matter(s) to arbitration in accordance with paragraph D of Article V of the AGREEMENT.

5. If the COMMONWEALTH grants a pattern change in its Health and/or Life Insurance packages to employees represented by other collective bargaining agents during the term of AGREEMENT, such change(s) shall apply equally to FACULTY MEMBERS.

6. The COMMONWEALTH/COLLEGES will, in accordance with the merit provisions of Section G, Article XXVIII, continue the practice of awarding merit increases in the manner and under the procedures and standards set forth below.

a. Merit increments of approximately five percent (5%) (one [1] step on the COMMONWEALTH'S Compensation Plan) may be granted to a maximum of ten percent (10%) of the FACULTY at each COLLEGE, each academic year.

b. The criteria for merit increment awards shall be:

(1) Significant performance in teaching, research or publication.

(2) Significant performance in assigned extra-curricular activities and/or other assigned COLLEGE responsibilities.

(3) Evidence of significant contribution to professional societies, to local FACULTY activities or to community service.

(4) Evidence of professional growth.

c. Each department may recommend for a merit increment at least one (1) but not more than twenty percent (20%) of its complement to a COLLEGE-wide committee chosen by and from the FACULTY.

d. The committee shall forward to the President or his designee all nominations together with such recommendations, comments and priorities as it wishes, not later than April 1 (November 1, for the fall term, if applicable). In the event the President or his designee rejects a recommendation of the COLLEGE-wide merit committee, that committee shall be notified in writing and its chairman shall be given an opportunity to discuss the matter with the President or his designee. Merit awards approved by the President shall be made by him, effective as of the beginning of the next

academic term. The names of the recipients shall be announced to the FACULTY.

e. (1) An individual FACULTY MEMBER(S) shall have the right to grieve in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, merit increment decisions only as to him and then only with respect to failure to observe the procedures set forth above or insofar as other provisions of the AGREEMENT may have been violated.

(2) APSCUF/PAHE shall have the right to grieve in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, with regard to substantial changes in the pattern of granting merit increments.

7. The committee functions and time limits referred to in Section A of Article XIX, LEAVES OF ABSENCE, shall be initiated with the 1972-73 academic year and notwithstanding the provisions of that Section, those sabbatical leaves already granted to FACULTY MEMBERS shall not be disturbed. However, this shall not preclude the granting of sabbatical leaves to additional FACULTY MEMBERS.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed and sealed the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

By _____
Milton J. Shapp, Governor

By _____
William A. Whiteside, Jr.
Negotiator

By _____

By _____

By _____

By _____

By _____

By _____
Robert Caylor by L.C.

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES
PENNSYLVANIA ASSOCIATION FOR HIGHER EDUCATION (APSCUF/PAHE)

By _____
Richard C. Keller, Chairman

By _____
Berlie Etzel, Jr.

By _____
Henry Furia

By _____
Melvin A. Mitchell

By _____
William R. Smith

By _____
John P. Watkins